

# EXHIBIT B

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This amended and restated term sheet (the “Term Sheet”) dated as of August 1, 2018 sets to writing the agreement by and among BRON Creative USA Corp., a Nevada corporation (“BRON Creative”), BRON Studios USA, Inc., a Nevada corporation (“BRON Studios”), Creative Wealth Media Finance Corp. (“CWMF”), an Ontario Corporation, and BCA Alternative Income Fund LP (“BCA”), a limited partnership, with regard to the subject matter herein below. The parties may hereinafter be referred to individually as a “Party” or collectively as “Parties.” This Term Sheet supersedes and replaces the previous term sheet dated as of July 9, 2018.

## RECITALS

WHEREAS BRON Creative entered into a partnership agreement with Hercules Film Investors I (US), Inc., a Delaware corporation (“Hercules”), to form a partnership for the sole purpose of co-financing certain films to be produced by Lionsgate Films, Inc. (“Lionsgate”) dated as of June 7, 2018 (the “Partnership Agreement”) attached hereto as Schedule A. Under the terms of the Partnership Agreement, Hercules-BRON Creative Partnership (the “Partnership”), BRON Creative, has agreed to finance a slate of four (4) live-action motion pictures currently entitled “Anna”, “A Simple Favor”, “Chaos Walking” and “The Spy Who Dumped Me” (the “Pictures”);

AND WHEREAS, the Partnership has entered into certain agreements in connection with each of the Pictures (collectively, the “Lionsgate Agreements”).

NOW THEREFORE, this Term Sheet is made by and between the Parties in consideration of the mutual undertakings, agreements and acknowledgements contained in this Term Sheet and for other good and valuable consideration the sufficiency and receipt of which each Party hereto acknowledges.

Funding	<p>BCA Alternative Income Fund LP wishes to participate in the co-financing of the partnership in the amount of \$3,500,000.00 USD. (The “<u>BCA Financing</u>”)</p> <p>Schedule of Payments</p> <p>The timing of the “BCA Financing” payments above, made by CWMF on receipt of funding, shall be in accordance with the Partnership Agreement and/or each Lionsgate Agreement.</p> <p>The Facilitation Fees associated with the amounts described shall be paid upon the initial disbursement.</p> <p><u>Breakdown of Facilitation Fees:</u></p> <p>The Facilitation Fees shall be paid by Lionsgates from the Production Budget to the following participants following closing of BRON Creative funding as follows:</p> <ul style="list-style-type: none"><li>• \$320,000.00 to BRON Studios, in payment for its investment administration services, which shall include, but is not limited to,</li></ul>
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	<p>business affairs, legal and finance;</p> <ul style="list-style-type: none"> <li>• \$1,518,000.00 to BRON Creative; and</li> <li>• \$512,000.00 to CWMF.</li> </ul>
BCA Fixed Return	<p>BCA shall be entitled to a fixed rate of return of twelve per cent (12%) per annum, compounded annually (the “<u>BCA Fixed Return</u>”), on the outstanding amount from all disbursements made by BCA under this Term Sheet, for a period of 18 months from the date of the execution of this term sheet. It is further understood that after 18 months, any outstanding balance remaining will continue to earn interest at a rate of 1.5% per month until repaid and full repayment shall be no later than July 1, 2022.</p>
Contingent Compensation	<p>Following repayment in full to BCA of the BCA Fixed Return (interest and principal), any further proceeds received by BRON Creative shall be distributed as follows:</p> <ul style="list-style-type: none"> <li>• 40% to BRON Creative;</li> <li>• 17.549% to CWMF;</li> <li>• 2.173% to BCA;</li> <li>• 1.242% to Private Individual;</li> <li>• 0.310% to Rocking T;</li> <li>• 3.725% to Hudson Private Corp.; and</li> <li>• 35% to BRON Studios for past and ongoing administration services.</li> </ul>
Disposition of Gross Receipts	<p>Disposition of Gross Receipts of the Picture shall be made pursuant to each Lionsgate Agreement.</p>
Representations and Warrants	<p>The Parties represent and warrant that: (a) each has the full right, power and authority to enter into and perform this Term Sheet; and (b) no Party has assigned, hypothecated, encumbered or otherwise transferred (or entered into an agreement to do any of the foregoing) any rights contemplated hereunder to any other party or person. CWMF further represents, warrants and agrees that it has the ability to fully perform all of its financial obligations hereunder, and that it shall do so in strict conformity with all applicable securities laws, regulations and treaties.</p>
Governing Law and Dispute Resolution:	<p>This Term Sheet shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the City of Toronto. In the event of a dispute arising hereunder, the prevailing party shall be entitled to recover its reasonable outside attorneys’ fees and costs.</p>
Miscellaneous:	<p>It is expressly agreed that this Term Sheet is an agreement between separate entities. The Parties each acknowledge that they are independent contractors and that solely by entering into this Term Sheet</p>

	<p>no partnership, joint venture, agency or employment relationship has or will be created by this Term Sheet. No Party hereto shall have the right or authority to create or assume any obligations in any other Party's name or on any other Party's behalf, whether express or implied, or act or purport to act as any other Party's agent or legally empowered representative for any purpose whatsoever, without the other Party's prior written consent in each instance. No Party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation, transaction, act or omission to act of the other Party(ies).</p> <p>This Term Sheet contains the entire understanding of the Parties relating to its subject matter and supersedes and replaces all prior agreements and understandings, written or oral. No change or modification of this Term Sheet will be binding upon any Party unless it is made by a written instrument signed by all Parties. A waiver by any Party of any provision of this Term Sheet in any instance shall not be deemed to waive such provision for the future. This Term Sheet may be executed electronically and in counterparts, all of which together shall constitute a single Term Sheet. Signatures obtained via electronically transmitting a copy of this Term Sheet with an attached portable document file ("<u>PDF</u>") or electronically executed and thereafter sent by PDF shall be valid and enforceable as if signed by the that Party in person.</p>
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[Signature page to follow]

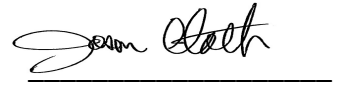
[Signature page to Hercules Term Sheet]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Term Sheet as of the date set forth above by their duly authorized representatives with full rights, power and authority to enter into and perform this Term Sheet.

**BRON CREATIVE USA. CORP.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Aaron Gilbert  
Its: Director

By: 

Name: Jason Cloth  
Its: Director

**BRON STUDIOS USA INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Aaron Gilbert  
Its: President

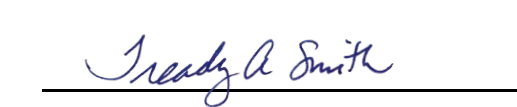
**CREATIVE WEALTH MEDIA FINANCE**

By: 

Name: Jason Cloth

Its: Managing Partner

**BCA Alternative Income Fund LP**

By: 

Name: Tready A. Smith

Its: As Manager of BCA Alternative Income Fund GP, LLC,  
General Partner of BCA Alternative Income Fund, LP

**SCHEDULE A**

**PARTNERSHIP AGREEMENT**

**SCHEDULE B**

**[INDIVIDUAL PROJECT TERM SHEETS]**